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AAPL - FORM 6107-1-2010

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**MODEL FORM RECORDING SUPPLEMENT TO
OPERATING AGREEMENT AND FINANCING STATEMENT**

10589433

Maynard Unit
S. Hopkins Survey, A-671
Tarrant County, Texas

Electronically Recorded
Chesapeake Operating, Inc.

THIS AGREEMENT, entered into by and between Chesapeake Exploration, L.L.C., hereinafter referred to as "Operator," and Total E&P USA, Inc., the signatory party or parties other than Operator, hereinafter referred to individually as "Non-Operator," and collectively as "Non-Operators."

WHEREAS, the parties to this agreement are owners of Oil and Gas Leases and/or Oil and Gas Interests in the land identified in Exhibit "A" (said land, Leases and Interests being hereinafter called the "Contract Area"), and in any instance in which the Leases or Interests of a party are not of record, the record owner and the party hereto that owns the interest or rights therein are reflected on Exhibit "A";

WHEREAS, the parties hereto have executed an Operating Agreement dated January 25, 2010 (herein the "Operating Agreement"), covering the Contract Area for the purpose of exploring and developing such lands, Leases and Interests for Oil and Gas; and

WHEREAS, the parties hereto have executed this agreement for the purpose of imparting notice to all persons of the rights and obligations of the parties under the Operating Agreement and for the further purpose of perfecting those rights capable of perfection.

NOW, THEREFORE, in consideration of the mutual rights and obligations of the parties hereto, it is agreed as follows:

1. This agreement supplements the Operating Agreement, which Agreement in its entirety is incorporated herein by reference, and all terms used herein shall have the meaning ascribed to them in the Operating Agreement.
2. The parties do hereby agree that:
 - A. The Oil and Gas Leases and/or Oil and Gas Interests of the parties comprising the Contract Area shall be subject to and burdened with the terms and provisions of this agreement and the Operating Agreement, and the parties do hereby commit such Leases and Interests to the performance thereof.
 - B. The exploration and development of the Contract Area for Oil and Gas shall be governed by the terms and provisions of the Operating Agreement, as supplemented by this agreement.
 - C. All costs and liabilities incurred in operations under this agreement and the Operating Agreement shall be borne and paid, and all equipment and materials acquired in operations on the Contract Area shall be owned, by the parties hereto, as provided in the Operating Agreement.
 - D. Regardless of the record title ownership to the Oil and Gas Leases and/or Oil and Gas Interests identified on Exhibit "A," all production of Oil and Gas from the Contract Area shall be owned by the parties as provided in the Operating Agreement; provided nothing contained in this agreement shall be deemed an assignment or cross-assignment of interests covered hereby.
 - E. Each party shall pay or deliver, or cause to be paid or delivered, all burdens on its share of the production from the Contract Area as provided in the Operating Agreement.
 - F. An overriding royalty, production payment, net profits interest or other burden payable out of production hereafter created, assignments of production given as security for the payment of money and those overriding royalties, production payments and other burdens payable out of production heretofore created and defined as Subsequently Created Interests in the Operating Agreement shall be (i) borne solely by the party whose interest is burdened therewith, (ii) subject to suspension if a party is required to assign or relinquish to another party an interest which is subject to such burden, and (iii) subject to the lien and security interest hereinafter provided if the party subject to such burden fails to pay its share of expenses chargeable hereunder and under the Operating Agreement, all upon the terms and provisions and in the times and manner provided by the Operating Agreement.
 - G. The Oil and Gas Leases and/or Oil and Gas Interests which are subject hereto may not be assigned or transferred except in accordance with those terms, provisions and restrictions in the Operating Agreement regulating such transfers.

This agreement and the Operating Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, devisees, legal representatives, and assigns, and the terms hereof shall be deemed to run with the leases or interests included within the lease Contract Area.

 - H. The parties shall have the right to acquire an interest in renewal, extension and replacement leases, leases proposed to be surrendered, wells proposed to be abandoned, and interests to be relinquished as a result of non-participation in subsequent operations, all in accordance with the terms and provisions of the Operating Agreement.
 - I. The rights and obligations of the parties and the adjustment of interests among them in the event of a failure or loss of title, each party's right to propose operations, obligations with respect to participation in operations on the Contract Area and the consequences of a failure to participate in operations, the rights and obligations of the parties regarding the marketing of production, and the rights and remedies of the parties for failure to comply with financial obligations shall be as provided in the Operating Agreement.
 - J. Each party's interest under this agreement and under the Operating Agreement shall be subject to relinquishment for its failure to participate in subsequent operations and each party's share of production and costs shall be reallocated on the basis of such relinquishment, all upon the terms and provisions provided in the Operating Agreement.
 - K. All other matters with respect to exploration and development of the Contract Area and the ownership and transfer of the Oil and Gas Leases and/or Oil and Gas Interest therein shall be governed by the terms and provisions of the Operating Agreement.
3. The parties hereby grant reciprocal liens and security interests as follows:
 - A. Each party grants to the other parties hereto a lien upon any interest it now owns or hereafter acquires in Oil and Gas Leases and Oil and Gas Interests in the Contract Area, and a security interest and/or purchase money security interest in any interest it now owns or hereafter acquires in the personal property and fixtures on or used or obtained for use in connection therewith, to secure performance of all of its obligations under this agreement and the Operating Agreement including but not limited to payment of expense, interest and fees, the proper disbursement of all monies paid under this agreement and the Operating Agreement, the assignment or relinquishment of interest in Oil and Gas Leases as required under this agreement and the Operating Agreement, and the proper performance of operations under this agreement and the Operating Agreement. Such lien and security interest granted by each party hereto shall include such party's leasehold interests, working interests, operating rights, and royalty and overriding royalty interests in the Contract Area now owned or hereafter acquired and in lands pooled or unitized therewith or otherwise becoming subject to this agreement and the Operating Agreement, the Oil and Gas when extracted therefrom and equipment situated thereon or used or obtained for use in connection therewith (including, without limitation, all wells, tools, and tubular goods), and accounts (including, without limitation, accounts arising from the sale of production at the wellhead), contract rights, inventory and general intangibles relating thereto or arising therefrom, and all proceeds and products of the foregoing.

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- B. Each party represents and warrants to the other parties hereto that the lien and security interest granted by such party to the other parties shall be a first and prior lien, and each party hereby agrees to maintain the priority of said lien and security interest against all persons acquiring an interest in Oil and Gas Leases and Interests covered by this agreement and the Operating Agreement by, through or under such party. All parties acquiring an interest in Oil and Gas Leases and Oil and Gas Interests covered by this agreement and the Operating Agreement, whether by assignment, merger, mortgage, operation of law, or otherwise, shall be deemed to have taken subject to the lien and security interest granted by the Operating Agreement and this instrument as to all obligations attributable to such interest under this agreement and the Operating Agreement whether or not such obligations arise before or after such interest is acquired.
- C. To the extent that the parties have a security interest under the Uniform Commercial Code of the state in which the Contract Area is situated, they shall be entitled to exercise the rights and remedies of a secured party under the Code. The bringing of a suit and the obtaining of judgment by a party for the secured indebtedness shall not be deemed an election of remedies or otherwise affect the lien rights or security interest as security for the payment thereof. In addition, upon default by any party in the payment of its share of expenses, interest or fees, or upon the improper use of funds by the Operator, the other parties shall have the right, without prejudice to other rights or remedies, to collect from the purchaser the proceeds from the sale of such defaulting party's share of Oil and Gas until the amount owed by such party, plus interest, has been received, and shall have the right to offset the amount owed against the proceeds from the sale of such defaulting party's share of Oil and Gas. All purchasers of production may rely on a notification of default from the non-defaulting party or parties stating the amount due as a result of the default, and all parties waive any recourse available against purchasers for releasing production proceeds as provided in this paragraph.
- D. If any party fails to pay its share of expenses within one hundred-twenty (120) days after rendition of a statement therefor by Operator the non-defaulting parties, including Operator, shall, upon request by Operator, pay the unpaid amount in the proportion that the interest of each such party bears to the interest of all such parties. The amount paid by each party so paying its share of the unpaid amount shall be secured by the liens and security rights described in this paragraph 3 and in the Operating Agreement, and each paying party may independently pursue any remedy available under the Operating Agreement or otherwise.
- E. If any party does not perform all of its obligations under this agreement or the Operating Agreement, and the failure to perform subjects such party to foreclosure or execution proceedings pursuant to the provisions of this agreement or the Operating Agreement, to the extent allowed by governing law, the defaulting party waives any available right of redemption from and after the date of judgment, any required valuation or appraisal of the mortgaged or secured property prior to sale, any available right to stay execution or to require a marshalling of assets and any required bond in the event a receiver is appointed. In addition, to the extent permitted by applicable law, each party hereby grants to the other parties a power of sale as to any property that is subject to the lien and security rights granted hereunder or under the Operating Agreement, such power to be exercised in the manner provided by applicable law or otherwise in a commercially reasonable manner and upon reasonable notice.
- F. The lien and security interest granted in this paragraph 3 supplements identical rights granted under the Operating Agreement.
- G. To the extent permitted by applicable law, Non-Operators agree that Operator may invoke or utilize the mechanics' or materialmen's lien law of the state in which the Contract Area is situated in order to secure the payment to Operator of any sum due under this agreement and the Operating Agreement for services performed or materials supplied by Operator.
- H. The above described security will be financed at the wellhead of the well or wells located on the Contract Area and this Recording Supplement may be filed in the land records in the County or Parish in which the Contract Area is located, and as a financing statement in all recording offices required under the Uniform Commercial Code or other applicable state statutes to perfect the above-described security interest, and any party hereto may file a continuation statement as necessary under the Uniform Commercial Code, or other state laws.
4. This agreement shall be effective as of the date of the Operating Agreement as above recited. Upon termination of this agreement and the Operating Agreement and the satisfaction of all obligations thereunder, Operator is authorized to file of record in all necessary recording offices a notice of termination, and each party hereto agrees to execute such a notice of termination as to Operator's interest, upon the request of Operator, if Operator has complied with all of its financial obligations.
5. This agreement and the Operating Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, devisees, legal representatives, successors and assigns. No sale, encumbrance, transfer or other disposition shall be made by any party of any interest in the Leases or Interests subject hereto except as expressly permitted under the Operating Agreement and, if permitted, shall be made expressly subject to this agreement and the Operating Agreement and without prejudice to the rights of the other parties. If the transfer is permitted, the assignee of an ownership interest in any Oil and Gas Lease shall be deemed a party to this agreement and the Operating Agreement as to the interest assigned from and after the effective date of the transfer of ownership; provided, however, that the other parties shall not be required to recognize any such sale, encumbrance, transfer or other disposition for any purpose hereunder until thirty (30) days after they have received a copy of the instrument of transfer or other satisfactory evidence thereof in writing from the transferor or transferee. No assignment or other disposition of interest by a party shall relieve such party of obligations previously incurred by such party under this agreement or the Operating Agreement with respect to the interest transferred, including without limitation the obligation of a party to pay all costs attributable to an operation conducted under this agreement and the Operating Agreement in which such party has agreed to participate prior to making such assignment, and the lien and security interest granted by Article VII.B. of the Operating Agreement and hereby shall continue to burden the interest transferred to secure payment of any such obligations.
6. In the event of a conflict between the terms and provisions of this agreement and the terms and provisions of the Operating Agreement, then, as between the parties, the terms and provisions of the Operating Agreement shall control.
7. This agreement shall be binding upon each Non-Operator when this agreement or a counterpart thereof has been executed by such Non-Operator and Operator notwithstanding that this agreement is not then or thereafter executed by all of the parties to which it is tendered or which are listed on Exhibit "A" as owning an interest in the Contract Area or which own, in fact, an interest in the Contract Area. In the event that any provision herein is illegal or unenforceable, the remaining provisions shall not be affected, and shall be enforced as if the illegal or unenforceable provision did not appear herein.
8. Other provisions.
None.

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Kristine Jackson, who has prepared and circulated this form for execution, represents and warrants that the form was printed from and, with the exception(s) listed below, is identical to the AAPL Form 610RS-1989 Model Form Recording Supplement to Operating Agreement and Financing Statement, as published in computerized form by Forms On-A-Disk, Inc. No changes, alterations, or modifications, other than those made by strikethrough and/or insertion and that are clearly recognizable as changes in Articles NONE, have been made to the form.

IN WITNESS WHEREOF, this agreement shall be effective as of the 10th day of March, 2011.

ATTEST OR WITNESS

OPERATOR

Chesapeake Exploration, L.L.C.

By: Henry J. Hood

Title: Sr. Vice President – Land and Legal & General Counsel

Date: _____

Address: P.O. Box 18496, Oklahoma City, OK 73118

NON-OPERATORS

ATTEST OR WITNESS

Total E&P USA, Inc.

By: _____

Eric Bonnin

Title: Vice President, Business Development & Strategy

Date: _____

Address: 1201 Louisiana, Houston, TX 77002

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ACKNOWLEDGMENTS

NOTE:

The following forms of acknowledgment are the short forms approved by the Uniform Law on Notarial Acts. The validity and effect of these forms in any state will depend upon the statutes of that state.

Acknowledgment in Representative Capacity

State of OKLAHOMA §

§ ss.

County of OKLAHOMA §

This instrument was acknowledged before me on March 8, 2011, by Henry J. Hood as Sr. Vice President – Land and Legal & General Counsel of Chesapeake Exploration, L.L.C.

(Seal, if any)



[Signature]

Name: _____

My commission expires: _____

Acknowledgment in Representative Capacity

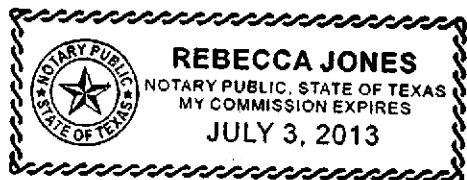
State of TEXAS §

§ ss.

County of HARRIS §

This instrument was acknowledged before me on March 14, 2011, by Elic Bonnin as Vice President, Business Development & Strategy of Total E&P USA, Inc.

(Seal, if any)



[Signature]

Name: Rebecca Jones

My commission expires: July 3, 2013

EXHIBIT "A"

TO THAT CERTAIN MEMORANDUM OF JOINT OPERATING AGREEMENT DATED MARCH 10, 2011, BY AND BETWEEN CHESAPEAKE EXPLORATION L.L.C., AS OPERATOR, AND TOTAL E&P USA, INC., AS NON-OPERATOR

1. Contract Area: The Contract Area is the Unit shown on Exhibit "A-1" attached hereto.
The Leases subject to this Operating Agreement are listed on Exhibit "A-2" attached hereto.

2. Restrictions as to depths and formations: None.

3. Interests of Parties:

<u>Owner</u>	<u>Working Interest</u>
Chesapeake Exploration, L.L.C. P. O. Box 18496 Oklahoma City, Oklahoma 73154-0496 Attention: Henry J. Hood	75.000%
Total E&P USA, Inc. 1201 Louisiana, Suite 1800 Houston, TX 77002 Attention: Eric Bonnin	25.000%
TOTAL	100.000%

EXHIBIT "A-1"

TO THAT CERTAIN MEMORANDUM OF JOINT OPERATING AGREEMENT DATED MARCH 10, 2011, BY AND BETWEEN CHESAPEAKE EXPLORATION, L.L.C., AS OPERATOR, AND TOTAL E&P USA, INC., AS NON-OPERATOR

The below metes and bounds description of the Contract Area shall be subject to revision to conform with the Declaration of Pooled Unit and any amendment thereto.

LEGAL DESCRIPTION

475.983 ACRES MAYNARD WELL UNIT

Being a tract of land situated in the J.M. Robinson Survey, Abstract No. 1395, the A.J. Knapp Survey, Abstract No. 922, the S.B. Hopkins Survey, Abstract No. 671, the G. Wilson Survey, Abstract No. 1629, the William Mann Survey, Abstract No. 995, the R. Ray Survey, Abstract No. 1290, and the W. Linn Survey, Abstract No. 924, the City of Fort Worth, Tarrant County, Texas, and being all of Gramercy Place Two Addition, an addition to the City of Fort Worth, Texas, as recorded in Volume 388-150, Page 64, of the Plat Records of Tarrant County, Texas, (P.R.T.C.T.), and being all of Block 1, Lot 1, Gramercy Place Addition, an addition to the City of Fort Worth, Texas, as recorded in Volume 388-142, Page 38, P.R.T.C.T., and being all of Sandybrook Addition, Phase One, an addition to the City of Fort Worth, Texas, as recorded in Volume 388-127, Page 86, P.R.T.C.T., and being all of Sandybrook Addition, Phase Two, an addition to the City of Fort Worth, Texas, as recorded in Volume 388-131, Page 88, P.R.T.C.T., and being all of that tract of land described in deed to Theodore L. Freeman and Susan B. Freeman, as recorded in County Clerk's Document No. D209012652 Official Public Records of Tarrant County, Texas (O.P.R.T.C.T.), and being all of a tract of land described in deed to H & H Capital Limited, as recorded in County Clerk's Document No. D203089911, O.P.R.T.C.T., and being all of Block 4, Lot 1, Daugherty Addition, an addition to the City of Fort Worth, Texas, as recorded in Volume 388-174, Page 53, P.R.T.C.T., and being all of Block 1, Lot 1, of the John T. White Business Park Addition, an addition to the City of Fort Worth, Texas, as recorded in Cabinet A, Slide 49, P.R.T.C.T., and being all of Block 1, Lot 2A and Lot 2B, of the John T. White Business Park Addition, an addition to the City of Fort Worth, Texas, as recorded in Cabinet A, Slide 1412, P.R.T.C.T., and being all of the tract of land described in deed to The Foundation Community Mental Health Center, as recorded in County Clerk's Document No. D203327330, O.P.R.T.C.T., and being all of Block 1, Lot 3, Daugherty Addition, an addition to the City of Fort Worth, Texas, as recorded in Volume 388-119, Page 35, P.R.T.C.T., and being all of Block 1, Lot 2-R, Daugherty Addition, an addition to the City of Fort Worth, Texas, as recorded in Volume 388-136, Page 41, P.R.T.C.T., and being all of Block 1, Lot 1, Daugherty Addition, an addition to the City of Fort Worth, Texas, as recorded in Volume 388-109, Page 139, P.R.T.C.T., and being all of Block 1, Lot 5, Daugherty Addition, an addition to the City of Fort Worth, Texas, as recorded in Cabinet B, Slide 32, P.R.T.C.T., and being all of Emory Place Addition, an addition to the City of Fort Worth, Texas, as recorded in Cabinet A, Slide 10292, P.R.T.C.T., and being all of Emory Place Addition, an addition to the City of Fort Worth, Texas, as recorded in Cabinet A, Slide 10651, P.R.T.C.T., and being all of Emory Place Three Addition, an addition to the City of Fort Worth, Texas, as recorded in Cabinet A, Slide 11848, P.R.T.C.T., and being part of the Draughton Heights Addition, an addition to the City of Fort Worth, Texas, as recorded in Volume 388-W, Page 71, P.R.T.C.T., and being part of the Draughton Heights Addition, an addition to the City of Fort Worth, Texas, as recorded in Volume 388-D, Page 179, P.R.T.C.T., and being all of Timber Ridge Addition, Phase One, an addition to the City of Fort Worth, Texas, as recorded in Volume 388-134, Page 35, P.R.T.C.T., and being all of Block 4, Lot 4-A, of the Frank M. Anderson Subdivision, an addition to the City of Fort Worth, Texas, as recorded in Volume 388-57, Page 546, P.R.T.C.T., and being all of Timber Ridge Addition, Phase Two, an addition to the City of Fort Worth, Texas, as recorded in Volume 388-151, Page 8, P.R.T.C.T., and being all of Blake Meadows Addition, an addition to the City of Fort Worth, Texas, as recorded in Cabinet A, Slide 10908, P.R.T.C.T., and being all of Blake Meadows Addition, Tract 2 and Tract 1, an addition to the City of Fort Worth, Texas, as recorded in Cabinet A, Slide 10169, P.R.T.C.T., and being all of Fossil River Addition, an addition to the City of Fort Worth, Texas, as recorded in Cabinet A, Slide 2522, P.R.T.C.T., and being part of Lots 9 thru 14, of the Burton Place Addition, an addition to the City of Fort Worth, Texas, as recorded in Volume 3493, Page 395, P.R.T.C.T., and being all of Lot 17-R, of the Burton Place Addition, an addition to the City of Fort Worth, Texas, as recorded in Cabinet A, Slide 650, P.R.T.C.T., and being all of that tract of land described in deed to Texas Electric Service Company, as recorded in Volume 5345, Page 909, P.R.T.C.T., and being

all of Block 1, Lots 1 thru 4, of Morrison Acres, Addition, an addition to the City of Fort Worth, Texas, as recorded in Volume 388-46, Page 164, P.R.T.C.T., and being part of Cobblestone Square Addition, an addition to the City of Fort Worth, Texas, as recorded in Volume 388-118, Page 44, P.R.T.C.T., and being all of that tract of land described in deed to Isham Cemetery Association, as recorded in Volume 1498, Page 324, P.R.T.C.T., and being all of the tract of land described in deed to Celebration Baptist Church of Fort Worth, as recorded in County Clerk's Document No. D204309380, O.P.R.T.C.T., and being all of Frank M. Anderson Subdivision, an addition to the City of Fort Worth, Texas, as recorded in Volume 1255, Page 307, P.R.T.C.T., and being all of Williams Lynn Addition, an addition to the City of Fort Worth, Texas, as recorded in Volume 388-136, Page 58, P.R.T.C.T., and being all of the tract of land described in deed to E-ZAD Corporation, as recorded in County Clerk's Document No. D205357270, O.P.R.T.C.T., and being part of Sandy Lane Road, John T. White Road, Morrison Drive, Anderson Boulevard, Interstate Highway 30, and Kuban Drive, (all public right-of-ways), and more particularly described as follows;

BEGINNING at a point on the north right-of-way line of Interstate Highway 30 (a variable width right-of-way line at this point), for the southeast corner of said Blake Meadows Addition, as recorded in Cabinet A, Slide 10908, P.R.T.C.T., said point also being the southwest corner of said Celebration Baptist Church of Fort Worth tract;

THENCE along the north right-of-way line of said Interstate Highway 30 the following bearings and distances:

South 89 degrees 47 minutes 32 seconds West, along the south line of said Blake Meadows Addition, a distance of 461.07 feet to a point for corner;

North 89 degrees 54 minutes 28 seconds West, continuing along said south line, a distance of 693.70 feet to a point at the intersection of the north right-of-way line of said Interstate Highway 30 and the east right-of-way line of Sandy Lane (a variable width right-of-way line), said point also being the southwest corner of said Blake Meadows Addition;

North 86 degrees 24 minutes 49 seconds West, crossing said Sandy Lane, a distance of 322.97 feet to a point for corner in the west right-of-way line of said Sandy Lane, for the southeast corner of of a tract of land described in deed to Abaco Properties, Inc, as recorded in Volume 14212, Page 518, O.P.R.T.C.T.;

South 89 degrees 46 minutes 11 seconds West, along the south line of said Abaco Properties tract, a distance of 146.10 feet to a point for the southwest corner of said Abaco Properties tract, same point being the southeast corner of Lot 2R1 of the Frank M. Anderson Subdivision, and addition to the City of Fort Worth, Texas, as recorded in Cabinet B, Slide 1675, P.R.T.C.T.;

South 86 degrees 07 minutes 08 seconds West, along said south line, a distance of 148.03 feet to an iron rod found for corner;

North 89 degrees 59 minutes 22 seconds West, continuing along said south line, a distance of 573.66 feet to a point for corner;

North 81 degrees 29 minutes 59 seconds West, continuing along said south line, a distance of 202.29 feet to a point for corner;

North 89 degrees 59 minutes 50 seconds West, continuing along said south line, a distance of 1,099.06 feet to a 5/8-inch capped iron rod found for the southwest corner of said Frank M. Anderson Subdivision recorded in Volume 1255, 307, said point also being the southeast corner of Lot 4, Block 1 of the Eastpointe Addition, an addition to the City of Fort Worth, Texas, as recorded in Volume 388-172, Page 32 P.R.T.C.T.;

THENCE North 01 degree 02 minutes 04 seconds East , departing said north right-of-way line and along the west line of said Frank M. Anderson Subdivision, passing at a distance of 636.74 feet the south right-of-way line of Anderson Boulevard (a variable width right-of-way line), and continuing along said west line crossing said Anderson Boulevard, passing at an additional

distance of 68.00 feet 1½-inch iron rod with cap stamped "Beasley" found on the north right-of-way line of said Anderson Boulevard, and continuing along said west line, in all a total distance of 1,012.11 feet to a point for the southeast corner of Lot 6R, Block 2, of said Timber Ridge Addition;

THENCE North 88 degrees 44 minutes 19 seconds West, along the south line of said Lot 6R, a distance of 562.22 feet to a point for a southwest corner of said Lot 6R, at the beginning of a non-tangent circular curve to the left having a radius of 440.00 feet whose chord bears North 19 degrees 15 minutes 54 seconds East, a distance of 127.89 feet;

THENCE Northeasterly, along said curve, through a central angle of 16 degrees 42 minutes 47 seconds, an arc distance of 128.35 feet to a point on a south line of said Timber Ridge Addition;

THENCE North 88 degrees 40 seconds 25 minutes West, continuing along the south line of said Timber Ridge Addition, a distance of 576.09 feet to a point the southwest corner of Lot 4, Block 1, of said Timber Ridge Addition;

THENCE North 01 degree 04 minutes 57 seconds East, along the west line of said Timber Ridge Addition, passing at a distance of 951.63 feet the south right-of-way line of John T. White Road (a 100-foot right-of-way line), and continuing across said John T. White Road, in all a total distance of 1,011.63 feet to a point for corner in the centerline of said John T. White Road;

THENCE along the centerline of said John T. White Road, the following bearings and distances:

North 89 degrees 03 minutes 52 seconds West, a distance of 140.83 feet to a point for corner;

North 89 degrees 02 minutes 40 seconds West, a distance of 266.97 feet to a point for corner;

North 89 degrees 00 minutes 02 seconds West, a distance of 520.49 feet to a point for corner;

North 89 degrees 01 minute 35 seconds West, a distance of 171.51 feet to a point at the intersection of said centerline of John T. White Road and the east right-of-way line of Interstate Highway 820 (a variable width right-of-way line);

THENCE North 09 degrees 14 minutes 38 seconds West, crossing said John T. White Road, and along said east right-of-way line, passing at a distance of 60.73 feet the north right-of-way line of said John T. White Road, and continuing along said east right-of-way line, in all a total distance of 129.29 feet to a brass monument found for corner in the west line of said Daugherty Addition recorded in Cabinet B, Slide 32;

THENCE North 04 degrees 13 minutes 38 seconds West, continuing along said east right-of-way line, a distance of 230.95 feet to a 1½-inch iron rod found for a corner on the south line of said Lot 1, Block 1, of said Daugherty Addition recorded in Volume 388-109, Page 139;

THENCE North 88 degrees 49 minutes 38 seconds West, continuing along said east right-of-way line and along said south line, a distance of 10.61 feet to a point for corner at the southwest corner of said Lot 1;

THENCE North 00 degrees 25 minutes 14 seconds East, continuing along said east right-of-way line, a distance of 3,093.27 feet to a point for the northwest corner of the Gramercy Place II Addition, as recorded in Vol. 388-150, Pg. 64, P.R.T.C.T.;

THENCE South 88 degrees 47 minutes 35 seconds East, departing said east right-of-way line and along the north line of said Gramercy Place II Addition, a distance of 858.24 feet to a point for the northeast corner of said Gramercy Place II Addition;

THENCE South 00 degrees 29 minutes 29 seconds West with the east line of said Gramercy Place II, a distance of 571.62 feet to a point for a corner on the north line of said Sandybrook Addition Phase One;

THENCE South 88 degrees 51 minutes 40 seconds East, along the north line of said Sandybrook Addition Phase One, a distance of 473.53 feet to a point for the northeast corner of said Sandybrook Addition Phase One, point also being the northwest corner of said Sandybrook Addition Phase Two;

THENCE South 88 degrees 47 minutes 20 seconds East, along the north line of said Sandybrook Addition, Phase Two, a distance of 1,043.18 feet to a point for the northeast corner of said Sandybrook Addition Phase Two;

THENCE South 00 degrees 28 minutes 39 seconds West, along the east line of said Sandybrook Addition Phase Two, a distance of 1,068.74 feet to a point for the northwest corner of Lot C, Block 3, of said Draughton Heights Addition, recorded in Volume 388-W, Page 71;

THENCE South 89 degrees 18 minutes 03 seconds East, along the north line of said Draughton Heights Addition, passing at a distance of 351.46 feet a 3/8-inch iron rod found on the west right-of-way line of Fay Boulevard (a 60-foot right-of-way line) for the northeast corner of said Lot C, and continuing across said Fay Boulevard, passing at an additional distance of 60.00 feet a 5/8-inch iron rod in the east right-of-way line of said Fay Boulevard for the northwest corner of Lot P, Block 3, of said Draughton Heights Addition, and continuing along the north line of said Lot P, in all a total distance of 741.49 feet to a point for the northeast corner of said Lot P;

THENCE South 00 degrees 41 minutes 57 seconds West, along the east line of said Draughton Heights Addition, passing at a distance of 714.65 feet the north right-of-way line of Kuban Boulevard (a 50-foot right-of-way line), and continuing across said Kuban Boulevard, in all a total distance of 739.65 feet to a point for corner in the approximate centerline of said Kuban Boulevard;

THENCE along the approximate centerline of said Kuban Boulevard the following bearings and distances:

South 89 degrees 35 minutes 05 seconds East, a distance of 359.14 feet to a point for corner;

North 89 degrees 40 minutes 42 seconds East, a distance of 60.00 feet to a point for corner;

South 89 degrees 35 minutes 25 seconds East, a distance of 1,188.15 feet to a point for corner;

THENCE South 00 degrees 20 minutes 20 seconds West, departing said approximate centerline and passing at a distance of 25.86 feet a 1/2-inch iron rod found on the south right-of-way line of said Kuban Boulevard for the northeast corner of Lot 13, Block 1, of said Draughton Heights Addition, recorded in Volume 388-D, Page 179, and continuing along the east line of said Lot 13, in all a total distance of 601.71 feet to a point for the southeast corner of said Lot 13 and the northwest corner of Lot 10-R-4, Block 1, of said Draughton Heights Addition, recorded in Cabinet A, Slide 572;

THENCE South 89 degrees 33 minutes 55 seconds East, along the north line of said Lot 10-R-4, passing at a distance of 274.12 feet the west right-of-way line of said Sandy Lane, and continuing across said Sandy Lane, in all a total distance of 314.12 feet to a point in approximate centerline of said Sandy Lane, said point also being on a non-tangent circular curve to the right having a radius of 1,797.36 feet, whose chord bears South 02 degrees 56 minutes 39 seconds West, a distance of 152.05 feet;

THENCE along the approximate centerline of said Sandy Lane Road the following bearings and distances:

Southwesterly, along said curve, through a central angle of 04 degrees 50 minutes 54 seconds, an arc distance of 152.10 feet to the point of tangency at the end of said curve;

South 05 degrees 22 minutes 06 seconds West, a distance of 50.00 feet to the point of curvature of a tangent circular curve to the left having a radius of 1,819.08 feet, whose chord bears South 02 degrees 36 minutes 21 seconds West, a distance of 175.34 feet;

Southwesterly, along said curve, through a central angle of 05 degrees 31 minutes 29 seconds, an arc distance of 175.40 feet to the point of tangency;

South 00 degrees 09 minutes 23 seconds East, a distance of 31.76 feet to a point for corner;

THENCE North 89 degrees 57 minutes 45 seconds East, departing said approximate centerline, passing at a distance of 50.00 feet a 1/2-inch iron rod found on the east right-of-way line of said Sandy Lane, for the northwest corner of Block 1, Lot 1, of said William Lynn Addition, and continuing along the north line of said Lot 1, in all a total distance of 279.70 feet to a point for the northeast corner of said Lot 1;

THENCE South 01 degree 06 minutes 55 seconds West, along the east line of said Lot 1, a distance of 109.47 feet to a 3/8-inch iron rod found on the north right-of-way line of said John T. White Road for the southeast corner of said Lot 1;

THENCE South 00 degrees 24 minutes 30 seconds West, crossing said John T. White Road, a distance of 60.00 feet to a point for corner in the centerline of said John T. White Road;

THENCE South 89 degrees 35 minutes 30 seconds East, along said centerline, a distance of 197.81 feet to a point for corner;

THENCE South 00 degrees 39 minutes 17 seconds West, departing said centerline, passing at a distance of 60.00 feet a 3/8-inch iron rod found on the south right-of-way line of said John T. White Road for the northwest corner of said Lot 1, Block 1, of the Fossil Ridge Addition, and continuing along the east line of said Lot 1, in all a total distance of 210.46 feet to a point for corner on the north line of said Blake Meadows Addition, recorded in Cabinet A, Slide 10169;

THENCE South 89 degrees 14 minutes 04 seconds East, along the north line of said Blake Meadows Addition, a distance of 203.55 feet to a point for the northeast corner of Lot 17, Block A;

THENCE South 00 degrees 45 minutes 56 seconds West, along the east line of said Lot 17, a distance of 10.43 feet to a point for corner in the north right-of-way line of Fairweather Drive (a 50 foot right-of-way line);

THENCE South 00 degrees 45 minutes 10 seconds West, crossing said Fairweather Drive, a distance of 50.06 feet to an "X" cut in concrete found for corner in the centerline of said Fairweather Drive;

THENCE South 89 degrees 49 minutes 34 seconds East, along the centerline of said Fairweather Drive, a distance of 24.87 feet to an "X" cut in concrete found for corner;

THENCE South 00 degrees 18 minutes 46 seconds West, continuing along said centerline, a distance of 150.00 feet to a point for a corner;

THENCE South 89 degrees 41 minutes 14 seconds East, departing said centerline, passing at a distance of 25.00 feet a point on the east right-of-way line of said Fairweather Drive, for the northwest corner of Lot 22, Block A, of said Blake Meadow Addition, and continuing along the north line of said Lot 22, in all a total distance of 139.77 feet to a point for the northeast corner of said Lot 22 on the east line of said Blake Meadow Addition;

THENCE South 00 degrees 18 minutes 27 seconds West, along the east line of said Blake Meadows Addition, a distance of 141.09 feet to a point for the northwest corner of Lot 13-B, of said Burton Place Addition;

THENCE South 89 degrees 21 minutes 28 seconds East, along the north line of said Lot 13-B, a distance of 408.56 feet to a point for the northeast corner of said Lot 13-B;

THENCE South 00 degrees 38 minutes 32 seconds West, along the east line of said Lot 13-B, a distance of 200.00 feet to a point on the north line of Lot 15, of said Burton Place Addition;

THENCE South 89 degrees 21 minutes 28 seconds East, along the north line of said Lot 15, passing at a distance of 286.33 feet to a 1/2-inch iron rod found on the west right-of-way line of Morrison Drive (a variable width right-of-way line) for the northeast corner of said Lot 15, and continuing across said Morrison Drive, in all a total distance of 316.33 feet to a point for corner in the approximate centerline of said Morrison Drive;

THENCE South 00 degrees 38 minutes 32 seconds West, along said approximate centerline, a distance of 199.97 feet to a point for corner;

THENCE South 00 degrees 30 minutes 47 seconds West, continuing along said approximate centerline, a distance of 316.48 feet to a point for corner at the intersection of said approximate centerline of Morrison Drive and the centerline of Blue Carrage Lane (a 50 foot right-of-way);

THENCE North 89 degrees 27 minutes 30 seconds East, along the centerline of said Blue Carrage Lane, passing at a distance of 30.00 feet the east right-of-way line of said Morrison Drive, and continuing along said centerline, in all a total distance of 99.32 feet to a point for corner;

THENCE South 00 degrees 32 minutes 30 seconds East, departing said centerline, passing at a distance of 25.00 feet to a point on the south right-of-way line of said Blue Carrage Lane, for the northeast corner of Lot 35, Block 1, of said Cobblestone Square Addition, and continuing along the east line of said Lot 35, in all a total distance of 140.00 feet to a point on the north line of said Morrison Acres Addition;

THENCE North 89 degrees 27 minutes 30 seconds East, along the north line of said Morrison Acres Addition, a distance of 612.80 feet to a point for the northeast corner of said Morrison Acres Addition;

THENCE South 00 degrees 32 minutes 08 seconds East, along the east line of said Morrison Acres Addition, a distance of 568.55 feet to a point on the north right-of-way line of said Interstate Highway 30 for the the southeast corner of said Morrison Acres Addition;

THENCE South 86 degrees 31 minutes 52 seconds West, along said north right-of-way line and along the south line of said Morrison Acres Addition, a distance of 655.70 feet to a point on the east right-of-way line of said Morrison Drive for the southwest corner of said Morrison Acres Addition;

THENCE South 88 degrees 43 minutes 02 seconds West, crossing said Morrison Drive and continuing along said north right-of-way line, a distance of 82.85 feet to a point for a corner in said Morrison Drive;

THENCE North 01 degree 16 minutes 58 seconds West, a distance of 45.44 feet to a point for corner;

THENCE South 85 degrees 13 minutes 09 seconds West, continuing along said north right-of-way line, a distance of 701.72 feet to the POINT OF BEGINNING AND CONTAINING 20,733,827 square feet or 475.983 acres of land more or less.

End of Exhibit "A-1"

EXHIBIT "A-2"

TO THAT CERTAIN MEMORANDUM OF JOINT OPERATING AGREEMENT DATED MARCH 10, 2011, BY AND BETWEEN CHESAPEAKE EXPLORATION, L.L.C., AS OPERATOR, AND TOTAL E&P USA, INC., AS NON-OPERATOR

The following leases are included in the Contract Area insofar and only insofar as each oil and gas lease covers land within the Unit described on Exhibit A-1.

Lease No.	Owner	Operator	Effective Date	Unit
TX0123121-000	ADAM H HILLIARD	DALE PROPERTY SERVICES, LLC	5/21/2008	D208204130
TX0148624-000	ALBERT & LINDA DELANEY	CHESAPEAKE EXPLORATION, LLC	10/14/2010	D210273899
TX0098298-000	ALEJANDRO RESENDIZ & ROSA GOMEZ	DALE PROPERTY SERVICES, LLC	9/17/2007	D207405481
TX0149917-000	ALETHA JEAN SONNEBORN	CHESAPEAKE EXPLORATION, LLC	1/4/2011	D211009375
TX0141862-000	ALMA ANN SANDS	DALE PROPERTY SERVICES, LLC	12/7/2009	D209330157
TX0097833-000	AMANDA TUNMIRE	DALE PROPERTY SERVICES, LLC	10/8/2007	D207401396
TX0129166-000	ANDERSON BOULEVARD, LP	DALE PROPERTY SERVICES, LLC	7/8/2008	D208282179
TX0136595-000	ANGEL JAVIER	DALE PROPERTY SERVICES, LLC	1/12/2009	D209010698
TX0148343-000	ANGELA WHITEHURST	CHESAPEAKE EXPLORATION, LLC	10/12/2010	D210261340
TX0137625-000	ANNABEL REAMS	DALE PROPERTY SERVICES, LLC	2/25/2009	D209076707
TX0149414-000	ANNE E JOHNSON	CHESAPEAKE EXPLORATION LLC	12/2/2010	D210308342
TX0136054-000	ANNE REYNOLDS FELIX	DALE PROPERTY SERVICES, LLC	10/30/2008	D208460991
TX0100186-000	ANTHONY & DECARIO TURNER	DALE PROPERTY SERVICES, LLC	11/9/2007	D207422802
TX0102392-000	ANTRANIK DERMARDIROSSIAN	DALE PROPERTY SERVICES, LLC	11/27/2007	D207443334
TX0090785-000	ARA L CRISS	DALE PROPERTY SERVICES, LLC	9/18/2007	D207350413
TX0075725-000	ARGELIA & JOSE DE PEZ	DALE PROPERTY SERVICES, LLC	6/14/2007	D207222028
TX0138617-000	ARLYNN E PURVIS JR	DALE PROPERTY SERVICES, LLC	3/4/2009	D209118849
TX0106280-000	ARMANDO & MIRNA GONZALEZ	DALE PROPERTY SERVICES, LLC	1/4/2008	D208016279
UNAVAILABLE	ARTHUR T MCCONNELL JR	COLLINS & YOUNG, LLC	7/8/2009	D210019051
TX0117803-000	ARTURO CORRAL & MARGARITA GUERECIA	DALE PROPERTY SERVICES, LLC	4/25/2008	D208160129
TX0101738-000	AUDREY DICKIE	DALE PROPERTY SERVICES, LLC	11/27/2007	D207437388
TX0108485-000	AUTUMN RODGERS	DALE PROPERTY SERVICES, LLC	2/1/2008	D208043541
TX7154393-000	AV WATERS LANDING ASSOC, LTD	CHESAPEAKE EXPLORATION LLC	12/28/2007	D208055954
TX0149916-000	BARBARA J WOOD	CHESAPEAKE EXPLORATION, LLC	1/4/2011	D211009374
UNAVAILABLE	BARBARA LYON & WILLIAM MORRISON	COLLINS & YOUNG, LLC	6/25/2009	D209219655
TX0083017-000	BEAUTIFUL PROPERTIES	DALE PROPERTY SERVICES, LLC	8/2/2007	D207294704
TX0083216-000	BEAUTIFUL PROPERTIES INC	DALE PROPERTY SERVICES, LLC	8/2/2007	D207294540
TX0086247-000	BEAUTIFUL PROPERTIES, INC	DALE PROPERTY SERVICES, LLC	8/2/2007	D207312787
TX0136052-000	BECKY LOU LANE	DALE PROPERTY SERVICES, LLC	10/21/2008	D208460989
TX0097032-000	BENJAMIN & DEBORAH WADLEY	DALE PROPERTY SERVICES, LLC	9/18/2007	D207391980
TX0077826-000	BETTY HAWKINS	DALE PROPERTY SERVICES, LLC	6/28/2007	D207243139
TX0137044-000	BETTY UGBAR	DALE PROPERTY SERVICES, LLC	2/9/2009	D209039299
TX2208505-000	BILLY B & BETTY BURNS	DALE RESOURCES LLC	6/29/2006	D209177694
TX0109396-000	BILLY COCKERHAM & MARY TATUM	DALE PROPERTY SERVICES, LLC	10/9/2007	D208055027
TX2206335-000	BILLY J & BRENDA L MAYNARD	DALE RESOURCES LLC	10/28/2004	D205011593
TX0148122-000	BINGHAM FAMILY TRUST	DALE PROPERTY SERVICES, LLC	9/28/2010	D210248840
TX0083003-000	BINH VAN DO	DALE PROPERTY SERVICES, LLC	8/2/2007	D207294702
TX0148930-000	BOB L & CHRISTINE F ARMSTRONG REV LIV TR	CHESAPEAKE EXPLORATION, LLC	11/8/2010	D210287818
TX0115478-000	BOBBY RODDY	DALE PROPERTY SERVICES, LLC	4/4/2008	D208129037
TX0141785-000	BONNIE CATHERINE HODGES	DALE PROPERTY SERVICES, LLC	12/3/2009	D209323888
TX0129638-000	BOYD & TANYA BARRETT	DALE PROPERTY SERVICES, LLC	7/18/2008	D208286895
TX0092634-000	BRENITA SLACK & EDWARD NELSON	DALE PROPERTY SERVICES, LLC	9/28/2007	D207362189
TX0116129-000	BRIAN BUI	DALE PROPERTY SERVICES, LLC	4/9/2008	D208138028
TX0095772-000	BRINDA E KING	DALE PROPERTY SERVICES, LLC	10/6/2007	D207383116
TX0092635-000	BRUCE DAVID & CAROL SUE MOORE	DALE PROPERTY SERVICES, LLC	9/30/2007	D207362188
TX0146279-000	CANN REAL ESTATE LTD & ETAL	DALE PROPERTY SERVICES, LLC	7/12/2010	D210175932
TX2208648-000	CARL WASHINGTON	DALE RESOURCES LLC	8/10/2006	D206275226
TX0093618-000	CARLOS & IRENE CORDOVA	DALE PROPERTY SERVICES, LLC	9/20/2007	D207368127
TX0093618-000	CARLOS & IRENE CORDOVA	DALE PROPERTY SERVICES, LLC	9/20/2007	D207368127
TX0095435-000	CARLOS & IRENE CORDOVA	DALE PROPERTY SERVICES, LLC	9/20/2007	D207382834
TX0095435-000	CARLOS & IRENE CORDOVA	DALE PROPERTY SERVICES, LLC	9/20/2007	D207382834
TX0090788-000	CARLOS A & MARIA LOPEZ	DALE PROPERTY SERVICES, LLC	9/19/2007	D207350412
TX0090788-000	CARLOS A & MARIA LOPEZ	DALE PROPERTY SERVICES, LLC	9/19/2007	D207350412
TX0095763-000	CARMELITA JAMANILA	DALE PROPERTY SERVICES, LLC	10/9/2007	D207383119
TX0115458-000	CASSANDRA J SMITH	DALE PROPERTY SERVICES, LLC	3/15/2008	D208129050
TX0116332-000	CATHERINE BUI	DALE PROPERTY SERVICES, LLC	4/9/2008	D208138208
TX0093613-000	CATHY GRAHAM	DALE PROPERTY SERVICES, LLC	9/25/2007	D207368125
TX0097010-000	CECIL A PRUITT	DALE PROPERTY SERVICES, LLC	10/2/2007	D207397965
UNAVAILABLE	CELEBRATION BAPTIST CHURCH	COLLINS & YOUNG, LLC	8/26/2009	D209289612
TX0133726-000	CHARLA E PAGE	DALE PROPERTY SERVICES, LLC	9/2/2008	D208352276
TX0137126-000	CHARLEAN WATKINS	DALE PROPERTY SERVICES, LLC	2/14/2009	D209046353
TX0108274-000	CHARLES & MARY SIMEK	DALE PROPERTY SERVICES, LLC	12/22/2007	D208016282
TX0137631-000	CHARLES B GILBERT	DALE PROPERTY SERVICES, LLC	3/3/2009	D209076706
TX0116108-000	CHARLES K HICKEY, JR	DALE PROPERTY SERVICES, LLC	3/26/2008	D208138036

LEASE NUMBER	LESSOR	LESSOR	LEASE DATE	ENTRY
TX0138830-000	CHERRY L J PETERMAN	DALE PROPERTY SERVICES, LLC	5/13/2009	D209134017
TX0138828-000	CHERRY L J PETERMAN	DALE PROPERTY SERVICES, LLC	5/13/2009	D209134015
TX0138827-000	CHERRY L J PETERMAN	DALE PROPERTY SERVICES, LLC	5/13/2009	D209134014
TX0138829-000	CHERRY L J PETERMAN	DALE PROPERTY SERVICES, LLC	5/13/2009	D209134016
TX0093922-000	CHIEM NGUYEN & HOA DINH TRAN	DALE PROPERTY SERVICES, LLC	9/12/2007	D207373300
TX0126034-000	CHRIS BOUNDS	DALE PROPERTY SERVICES, LLC	6/12/2008	D208236750
TX0129415-000	CHRISTOPHER & MONDE RUBEN	DALE PROPERTY SERVICES, LLC	7/17/2008	D208282897
TX0102711-000	CHRISTOPHER GUINN	DALE PROPERTY SERVICES, LLC	11/28/2007	D207449105
TX0085484-000	CLEAR CHANNEL OUTDOOR, INC	DALE PROPERTY SERVICES, LLC	3/2/2007	D207306839
TX0113674-000	CLIFFORD & FREDA POPE	DALE PROPERTY SERVICES, LLC	3/14/2008	D208104244
TX0119701-000	CLOATEE HUCKABY	DALE PROPERTY SERVICES, LLC	4/29/2008	D208182591
TX0133655-000	COMMISSIONER OF THE GLO	DALE PROPERTY SERVICES, LLC	7/1/2008	D208335775
TX0114960-000	COMMUNITY ENRICHMENT CENTER	DALE PROPERTY SERVICES, LLC	3/25/2008	D208117463
TX0114961-000	COMMUNITY ENRICHMENT CENTER	DALE PROPERTY SERVICES, LLC	3/26/2008	D208117464
TX0094700-000	CONNIE DAVIS & CLARENCE HAWKINS	DALE PROPERTY SERVICES, LLC	9/25/2007	D207368115
TX0136037-000	COREY L & SHEREE D COLLINS	DALE PROPERTY SERVICES, LLC	11/5/2008	D208461008
TX0137633-000	CYNTHIA ANN BEARDEN	DALE PROPERTY SERVICES, LLC	2/25/2009	D209076708
TX0117847-000	DALE ERWIN	DALE PROPERTY SERVICES, LLC	4/1/2008	D208159057
TX0109517-000	DANA HANLEY	DALE PROPERTY SERVICES, LLC	2/18/2008	D208057443
TX0096620-000	DANA MEEKS	DALE PROPERTY SERVICES, LLC	9/18/2007	D207392063
TX0093930-000	DANIEL HENDERSON	DALE PROPERTY SERVICES, LLC	9/18/2007	D207373297
TX0129015-000	DARLA MULLEN	DALE PROPERTY SERVICES, LLC	6/30/2008	D208281046
TX0097808-000	DAVID & CAROLYN CONNER	DALE PROPERTY SERVICES, LLC	9/18/2007	D207401390
TX0129383-000	DAVID & JANICE WATSON	DALE PROPERTY SERVICES, LLC	7/17/2008	D208286091
TX0149236-000	DAVID DAW	CHESAPEAKE EXPLORATION, LLC	12/2/2010	D210299259
TX0102746-000	DAVID HEARNE	DALE PROPERTY SERVICES, LLC	12/7/2007	D207449076
TX0102747-000	DAVID HEARNE	DALE PROPERTY SERVICES, LLC	12/7/2007	D207449077
TX0105672-000	DAWN HEBERT	DALE PROPERTY SERVICES, LLC	1/3/2007	D208012003
TX0113082-000	DE SORROW GOLDEN	DALE PROPERTY SERVICES, LLC	3/12/2008	D208101512
TX0097244-000	DEBORAH EDDIE	DALE PROPERTY SERVICES, LLC	10/30/2007	D207398420
TX0144386-000	DEBORAH HENDERSON	DALE PROPERTY SERVICES, LLC	4/21/2010	D210098195
TX0137182-000	DEBRA JOHNSON HEAD	DALE PROPERTY SERVICES, LLC	1/12/2009	D209049231
TX0138368-000	DEMAR J HOPSON	DALE PROPERTY SERVICES, LLC	4/6/2009	D209102318
TX0137125-000	DEMESHIA R LASTER	DALE PROPERTY SERVICES, LLC	2/14/2009	D209046352
TX0124496-000	DESHAZOD & TRICIA WALKER	DALE PROPERTY SERVICES, LLC	6/3/2008	D208217688
TX0114291-000	DIAMOND L FULLER LANCASTER	DALE PROPERTY SERVICES, LLC	3/14/2008	D208114581
TX0095391-000	DOAN TRANG NGUYEN	DALE PROPERTY SERVICES, LLC	10/9/2007	D207382820
TX0116702-000	DOBE L & CRYSTAL LANPHIER	DALE PROPERTY SERVICES, LLC	4/8/2008	D208141695
TX0109516-000	DON & BETTY NOBLES	DALE PROPERTY SERVICES, LLC	2/14/2008	D208057444
TX0104120-000	DONALD A JOHNSON	DALE PROPERTY SERVICES, LLC	11/28/2007	D208001904
TX0137628-000	DONALD BOND EHRHART JR	DALE PROPERTY SERVICES, LLC	2/27/2009	D209076704
TX0115343-000	DONALD G MCCARTNEY	DALE PROPERTY SERVICES, LLC	3/25/2008	D208127301
TX0136044-000	DONNA RAMOS	DALE PROPERTY SERVICES, LLC	10/30/2008	D209004426
TX0102714-000	DONNA WASHINGTON & BILLY HURDON	DALE PROPERTY SERVICES, LLC	12/4/2007	D207449107
TX0102297-000	DRESSMAN & MITCHEK, LTD	DALE PROPERTY SERVICES, LLC	10/22/2007	D207441354
TX0117650-000	EDNA BELL	DALE PROPERTY SERVICES, LLC	3/26/2008	D208155914
TX0095776-000	EDWARD B VALVERDE	DALE PROPERTY SERVICES, LLC	10/9/2007	D207383114
UNAVAILABLE	EGLANTINA SILVA	CHESAPEAKE EXPLORATION, LLC	1/26/2011	D211023314
UNAVAILABLE	EGLANTINA SILVA	CHESAPEAKE EXPLORATION, LLC	1/26/2011	D211023313
TX0136051-000	ELAINE LORETTA GERBER	DALE PROPERTY SERVICES, LLC	10/29/2008	D208460988
TX0144387-000	ELAINE M JENKINS	DALE PROPERTY SERVICES, LLC	4/26/2010	D210098196
TX0113662-000	ELIZABETH PAYNES	DALE PROPERTY SERVICES, LLC	3/15/2008	D208104238
TX0100133-000	ENRIQUE & MARY A GARCIA	DALE PROPERTY SERVICES, LLC	10/15/2007	D207423808
TX0090783-000	ERIC A & LUCY GARCES	DALE PROPERTY SERVICES, LLC	9/18/2007	D207350414
TX0105847-000	ERIC ENOKSEN	DALE PROPERTY SERVICES, LLC	12/12/2007	D208013206
TX0095818-000	ERNESTINE THOMPSON	DALE PROPERTY SERVICES, LLC	10/2/2007	D207383096
TX0077766-000	EULA BROWN	DALE PROPERTY SERVICES, LLC	7/2/2007	D207243328
TX0107033-000	EVERETT EARL & TINA LAMPKIN	DALE PROPERTY SERVICES, LLC	12/14/2007	D208026804
TX0141149-000	FOSSIL RIVER LTD	DALE PROPERTY SERVICES, LLC	10/21/2009	D209283230
TX0117606-000	FRANCES CRUZ	DALE PROPERTY SERVICES, LLC	4/8/2008	D208155875
TX0112898-000	FRANCES YVONNE FREEMAN	DALE PROPERTY SERVICES, LLC	3/6/2008	D208090719
TX0098976-000	FRANCIS E & MORRIS A BROWN	DALE PROPERTY SERVICES, LLC	11/5/2007	D207412286
TX0113746-000	FRED HARRISON	DALE PROPERTY SERVICES, LLC	3/18/2008	D208105943
TX0148523-000	GARY M REEDER	CHESAPEAKE EXPLORATION, LLC	9/29/2010	D210261351
TX0094080-000	GENESIS FORT WORTH PROPERTIES, L.L.C.	DALE PROPERTY SERVICES, LLC	9/25/2007	D207371680
TX0136143-000	GERARD T & KENNETH P VALENTINE	DALE PROPERTY SERVICES, LLC	9/15/2008	D208461408
TX0093928-000	GORDON & JO ANN GREEN	DALE PROPERTY SERVICES, LLC	9/18/2007	D207373298
TX0148339-000	GREATER FORT WORTH POST 516	CHESAPEAKE EXPLORATION, LLC	10/6/2010	D210261342
TX0102394-000	GRISelda SILVA	DALE PROPERTY SERVICES, LLC	11/21/2007	D207443335
TX0148658-000	H & H CAPITAL LTD	CHESAPEAKE EXPLORATION, LLC	10/26/2010	D210274873
TX0143626-000	HAO HSU	DALE PROPERTY SERVICES, LLC	3/25/2010	D210070538
TX0114941-000	HARVEY & YVONNE D STEWART	DALE PROPERTY SERVICES, LLC	3/24/2008	D208117451
TX0137191-000	HASSAN S & CAROLYN WALI	DALE PROPERTY SERVICES, LLC	2/19/2009	D209049234

DEALER ADDRESS	ADDRESS	DEALER	LEASE DATE	ENTRY
TX0129150-000	LILLIE & KENNETH JOHNSON	DALE PROPERTY SERVICES, LLC	7/16/2008	D208282182
TX0149829-000	LOQUITA L TRAYLOR	CHESAPEAKE EXPLORATION, LLC	12/10/2010	D211004273
TX0107331-000	LORENA & ERASMO LOMAS	DALE PROPERTY SERVICES, LLC	1/22/2008	D208033678
TX0136914-000	LORIE A DODD	DALE PROPERTY SERVICES, LLC	1/26/2009	D209029654
TX0048530-000	LORNE LANDON JOHNSON	PALOMA BARNETT, LLC	12/12/2007	D208086705
TX0141977-000	LOWELL MCCONNELL	DALE PROPERTY SERVICES, LLC	12/5/2009	D210000832
TX0093594-000	LR NORMAN, LLC	DALE PROPERTY SERVICES, LLC	9/26/2007	D207368122
TX0106279-000	LUCIA MENENDEZ	DALE PROPERTY SERVICES, LLC	12/31/2007	D208016280
TX0104114-000	LUIS NUNES & MARIA L AYALA	DALE PROPERTY SERVICES, LLC	12/17/2007	D208001903
TX0113664-000	LYNETTE NEAL	DALE PROPERTY SERVICES, LLC	3/14/2008	D208104239
TX0048391-000	LYNNE CERVENY	PALOMA BARNETT, LLC	12/18/2007	D208082144
UNAVAILABLE	LYON FAMILY TRUST	COLLINS & YOUNG, LLC	6/25/2009	D209219657
TX0107324-000	MARCELLINO & SILVA VALDEZ	DALE PROPERTY SERVICES, LLC	1/19/2008	D208033677
TX0136413-000	MARGARET KANE	DALE PROPERTY SERVICES, LLC	12/11/2008	D208463390
TX0097121-000	MARIA CAPETILLO	DALE PROPERTY SERVICES, LLC	10/24/2007	D207398206
TX0115882-000	MARY F NEAL	DALE PROPERTY SERVICES, LLC	3/17/2008	D208132409
TX0129382-000	MARY GARCIA & LISA RODRIGUEZ	DALE PROPERTY SERVICES, LLC	7/16/2008	D208286090
TX0096007-000	MARY LOUISE LAWNSON	DALE PROPERTY SERVICES, LLC	10/20/2007	D207388461
TX0106277-000	MATTHEW CORDOVA	DALE PROPERTY SERVICES, LLC	1/4/2008	D208016281
TX0106277-000	MATTHEW CORDOVA	DALE PROPERTY SERVICES, LLC	1/4/2008	D208016281
TX0048555-000	MELISSA C DOWNEY	PALOMA BARNETT, LLC	1/11/2008	D208089292
TX0110268-000	MELITON & ROSA RODRIGUEZ	DALE PROPERTY SERVICES, LLC	2/2/2008	D208065601
TX0124727-000	MICHAEL & JILAN HAMMOND	DALE PROPERTY SERVICES, LLC	6/3/2008	D208222869
TX0095863-000	MICHAEL CUSHIONBERRY	DALE PROPERTY SERVICES, LLC	10/9/2007	D207383093
TX0129149-000	MICHAEL KAPLAN	DALE PROPERTY SERVICES, LLC	7/16/2008	D208282183
TX0129135-000	MIRIAM JIMENEZ & FRANCISCO DAMIAN	DALE PROPERTY SERVICES, LLC	7/16/2008	D208282186
TX0113719-000	MISAE ERNESTO UMANA BENITEZ	DALE PROPERTY SERVICES, LLC	3/15/2008	D208108291
TX0147593-000	MMLP, LP	CHESAPEAKE EXPLORATION, LLC	9/14/2010	D210229961
TX0092828-000	MONTOYA MCMILLIAN	DALE PROPERTY SERVICES, LLC	9/25/2007	D207365319
TX0117651-000	MOSEZETTA & PAUL MCCLOUD	DALE PROPERTY SERVICES, LLC	4/23/2008	D208155915
TX0095870-000	MYRA LEE HENDERSON	DALE PROPERTY SERVICES, LLC	10/9/2007	D207383092
TX0129140-000	MYRNA BALL	DALE PROPERTY SERVICES, LLC	7/17/2008	D208282185
TX0102061-000	NINA BUNCH	DALE PROPERTY SERVICES, LLC	11/28/2007	D207439274
TX0102723-000	NOMITA & JAGDISH SHAHANI	DALE PROPERTY SERVICES, LLC	11/29/2007	D207449114
TX0093599-000	NORMAN & PAMEL JONES	DALE PROPERTY SERVICES, LLC	9/25/2007	D207368123
TX0096624-000	ODIS KILGORE	DALE PROPERTY SERVICES, LLC	9/18/2007	D207392062
TX0149824-000	OLIVIA CATHERINE CIGAINERO	CHESAPEAKE EXPLORATION, LLC	12/30/2010	D211004268
TX0097811-000	PAMELA & MICHAEL TOOMEY	DALE PROPERTY SERVICES, LLC	9/28/2007	D207401391
TX0149561-000	PATRICIA ANN JONES	CHESAPEAKE EXPLORATION, LLC	12/20/2010	D210316158
TX0145411-000	PATRICK GARNER	DALE PROPERTY SERVICES, LLC	6/7/2010	D210142258
TX0096012-000	PAUL & TERESA CARROLL	DALE PROPERTY SERVICES, LLC	9/25/2007	D207388459
TX0136055-000	PAUL J. PEMPSELL	DALE PROPERTY SERVICES, LLC	10/30/2008	D208480992
TX0113668-000	PAULA DIANE WALLACE	DALE PROPERTY SERVICES, LLC	3/15/2008	D208104241
TX0047613-000	PAULO & ANNABELL ESPINOZA	PALOMA BARNETT, LLC	1/2/2008	D208065895
TX0116323-000	PHILLIP GRACIA	DALE PROPERTY SERVICES, LLC	3/7/2008	D208136217
TX0097289-000	PHUOC TRAN & RUNG PHAM	DALE PROPERTY SERVICES, LLC	9/28/2007	D207399376
TX0113724-000	PRISCILLA LACKEY	DALE PROPERTY SERVICES, LLC	3/17/2008	D208108289
TX0469188-000	PUBLIC STORAGE	CHESAPEAKE EXPLORATION, LLC	12/7/2010	D210313674
TX0116051-000	RACQUEL & SHAUN CRAIN	DALE PROPERTY SERVICES, LLC	3/26/2008	D208135231
TX0136035-000	RAFAEL & IZZA ANDRADE	DALE PROPERTY SERVICES, LLC	10/30/2008	D208461007
TX0093961-000	RAMON GONZALEZ	DALE PROPERTY SERVICES, LLC	9/18/2007	D207373294
TX0113672-000	RANDY & JESSICA WESTER	DALE PROPERTY SERVICES, LLC	3/14/2008	D208104243
TX0093608-000	RAQUEL & JUAN HUERTA	DALE PROPERTY SERVICES, LLC	9/18/2007	D207368124
TX0113678-000	RAUL & LORENA RAMIREZ	DALE PROPERTY SERVICES, LLC	3/15/2008	D208104246
TX0148350-000	REEDER DISTRIBUTORS INC	CHESAPEAKE EXPLORATION, LLC	9/30/2010	D210261379
TX0109075-000	RENE & DONALD LEE	DALE PROPERTY SERVICES, LLC	2/2/2008	D208051497
TX0108544-000	RENE & FLOR RAMIREZ	DALE PROPERTY SERVICES, LLC	1/23/2008	D208043564
TX0116331-000	REYNA FLORES	DALE PROPERTY SERVICES, LLC	4/11/2008	D208138209
TX0048792-000	RICHARD & DONNA MANN	PALOMA BARNETT, LLC	2/4/2008	D208095964
TX0095856-000	RICHARD & NGUYEN SAWYER	DALE PROPERTY SERVICES, LLC	10/9/2007	D207383094
TX0095148-000	RICHARD & SHAWNNA WILKES	DALE PROPERTY SERVICES, LLC	9/25/2007	D207380110
TX0093960-000	RICHARD WOOD	DALE PROPERTY SERVICES, LLC	9/18/2007	D207373295
TX0096632-000	RICKY FRAZER	DALE PROPERTY SERVICES, LLC	9/21/2007	D207392060
TX0097316-000	RIDERICK REED	DALE PROPERTY SERVICES, LLC	9/25/2007	D207399385
TX0148571-000	ROBERT & ANGELA HILL	CHESAPEAKE EXPLORATION, LLC	10/14/2010	D210270780
TX0097145-000	ROBERT & TANIA PARSONS	DALE PROPERTY SERVICES, LLC	10/9/2007	D207398131
TX0100132-000	ROBERT SCOTT TARBET	DALE PROPERTY SERVICES, LLC	11/17/2007	D207423807
TX0146737-000	ROBIN GALBRAITH	DALE PROPERTY SERVICES, LLC	7/24/2010	D210195489
TX0095769-000	ROCHELLE L MAXFIELD	DALE PROPERTY SERVICES, LLC	10/9/2007	D207383117
TX0108437-000	ROGER & DAPHENE GIBSON	DALE PROPERTY SERVICES, LLC	12/17/2007	D208040032
TX0139722-000	ROGER & LESLIE HOLLAND	DALE PROPERTY SERVICES, LLC	9/6/2008	D208352280
TX0124494-000	ROLAND & DEANISE TORBOR	DALE PROPERTY SERVICES, LLC	6/3/2008	D208217687
TX0093925-000	RONALD & DONNA MICKLES	DALE PROPERTY SERVICES, LLC	9/20/2007	D207373299
TX0095436-000	RONALD & JEANENNE BROWN	DALE PROPERTY SERVICES, LLC	9/25/2007	D207382835
TX0100131-000	RONDA DENISE COBLE	DALE PROPERTY SERVICES, LLC	11/22/2007	D207423806

TXID	NAME	PROPERTY	DATE	ENTRY
TX0105103-000	RONDA DICKSON	DALE PROPERTY SERVICES, LLC	12/17/2007	D208005587
TX0100184-000	ROSEMARY SCHUMAN	DALE PROPERTY SERVICES, LLC	11/12/2007	D207423769
TX0129151-000	ROYCE FISCHER & CANDICE DAVIS	DALE PROPERTY SERVICES, LLC	7/16/2008	D208282180
TX0124346-000	SANDRA THOMAS	DALE PROPERTY SERVICES, LLC	6/4/2008	D208219035
TX0124349-000	SARAH & BYRON SNEED	DALE PROPERTY SERVICES, LLC	5/30/2008	D208219036
TX0129144-000	SAUL & ALMA MAGALLON	DALE PROPERTY SERVICES, LLC	7/16/2008	D208282184
TX0083074-000	SCOTT R DAVIDSON	DALE PROPERTY SERVICES, LLC	7/17/2007	D207291697
TX0097148-000	SHARON K INMAN	DALE PROPERTY SERVICES, LLC	9/18/2007	D207398132
TX0101741-000	SHAVONDA EPPS	DALE PROPERTY SERVICES, LLC	11/29/2007	D207437388
TX0095235-000	SHIRLEY MARTIN	DALE PROPERTY SERVICES, LLC	9/25/2007	D207381507
TX0086022-000	SR DAVIDSON FAMILY LIMITED PARTNERSHIP	DALE PROPERTY SERVICES, LLC	7/17/2007	D207286629
TX0136073-000	STEPHANIE DAVIS	DALE PROPERTY SERVICES, LLC	10/30/2008	D208461054
TX0093965-000	STEPHEN & GLADYS SMITH	DALE PROPERTY SERVICES, LLC	9/18/2007	D207373290
TX0110261-000	STEPHEN J SMITH	DALE PROPERTY SERVICES, LLC	2/11/2008	D208065600
TX0130134-000	STEPHEN P SMITH & WIFE, PAMELA	DALE PROPERTY SERVICES, LLC	7/20/2008	D208291563
TX0147452-000	SUE ISAACSON	CHESAPEAKE EXPLORATION, LLC	9/2/2010	D210226181
TX2208532-000	SUSANNAH M & JUAN GARZA, III	DALE RESOURCES LLC	3/24/2006	D206261373
TX0044830-000	TAM THI HUYNH	PALOMA BARNETT, LLC	9/24/2007	D208031519
TX0105979-000	TAMEKA BAKER	DALE PROPERTY SERVICES, LLC	12/27/2007	D208015965
TX0093615-000	TAN KIM NGUYEN & TAN PHAM	DALE PROPERTY SERVICES, LLC	9/25/2007	D207368126
TX0102745-000	TANISHA ALLEN & DANAI FRANKLIN	DALE PROPERTY SERVICES, LLC	11/22/2007	D207449075
TX0149413-000	TANYA C BIESTERVELD	CHESAPEAKE EXPLORATION, LLC	12/2/2010	D210308341
TX0145465-000	TARRANT PROPERTIES INC	DALE PROPERTY SERVICES, LLC	6/7/2010	D210141990
TX0461229-000	TARRANT PROPERTIES, INC	CHESAPEAKE EXPLORATION LLC	11/30/2009	D209330330
TX0102712-000	TAYLOR HIGGINBOTHAM	DALE PROPERTY SERVICES, LLC	12/5/2007	D207449106
TX0133825-000	TEDDY & LINDA CLOUD	DALE PROPERTY SERVICES, LLC	9/8/2008	D208358455
TX0093962-000	TERENCE KENNEDY	DALE PROPERTY SERVICES, LLC	9/18/2007	D207373293
TX0097150-000	TERESA & VINCENT WILLIAMS	DALE PROPERTY SERVICES, LLC	10/2/2007	D207398133
TX0092112-000	THELMA ZUNIGA & LILLIAN TRUJILLO	DALE PROPERTY SERVICES, LLC	9/15/2007	D207350369
TX0150083-000	THOMAS ROBERT TURNER TIMOTHY NELSON A.I.F. FOR THEODORE NELSON	CHESAPEAKE EXPLORATION, LLC	1/10/2011	D211015682
TX0136077-000	TODD W WORLEY	DALE PROPERTY SERVICES, LLC	10/31/2008	D208461056
TX0118460-000	TONY BLACK	DALE PROPERTY SERVICES, LLC	4/16/2008	D208159869
TX0115462-000	TROY & ROSEMARY SULLIVAN	DALE PROPERTY SERVICES, LLC	3/14/2008	D208129048
TX0115459-000	V BAR V LAND & CATTLE CO. LLC	DALE PROPERTY SERVICES, LLC	3/14/2008	D208129049
TX0141242-000	V BAR V MINERAL PARTNERSHIP, LP	DALE PROPERTY SERVICES, LLC	10/26/2009	D209285958
TX0141243-000	VICKI DITTMAN	DALE PROPERTY SERVICES, LLC	10/26/2009	D209285959
TX0146672-000	VICTOR MONTALVO	DALE PROPERTY SERVICES, LLC	8/4/2010	D210195376
TX0105607-000	VICTORIA C HOLDER	DALE PROPERTY SERVICES, LLC	12/18/2007	D208011380
TX0144120-000	WEST CREST PARTNERS LLC	DALE PROPERTY SERVICES, LLC	4/12/2010	D210090029
TX0100892-000	WILCO PROPERTIES INC.	DALE PROPERTY SERVICES, LLC	11/14/2007	D207429559
TX0097153-000	WILLIAM J & WILMA K MORRISON LIVING TRUST	DALE PROPERTY SERVICES, LLC	9/17/2007	D207398216
UNAVAILABLE	WILLIAM R BEALE	COLLINS & YOUNG, LLC	6/25/2009	D209219656
TX0095765-000	WW PARTNERS, L.P.	DALE PROPERTY SERVICES, LLC	10/9/2007	D207383118
TX2204582-000	WW PARTNERS, LP	FOUR SEVENS OIL CO., LTD.	1/27/2006	D206033534
TX0147467-000	XIAODI KOU & CHANGCHENG ZHENG	CHESAPEAKE EXPLORATION, LLC	9/7/2010	D210226182
TX0129975-000	YVETTE & JAMES FOX	DALE PROPERTY SERVICES, LLC	7/3/2008	D208283594
TX0129164-000		DALE PROPERTY SERVICES, LLC	7/16/2008	D208282181

END OF EXHIBIT "A-2"

Record & Return to:
Chesapeake Operating, Inc.
P.O. Box 13496
Oklahoma City, OK 73154